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3
4 BILL NO. S-77-01- 27.

5 SPECIAL ORDINANCE NO. S- 29-77

6 AN ORDINANCE approving a contract
7 with L.W. Dailey, Inc. for Resolu-
tion No. 5745-1976.

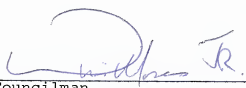
8
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:


11 SECTION 1. That the contract dated January 10, 1977,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and L. W. Dailey, Inc., for:

14 Resolution No. 5745-1976: Partial removal and
15 replacement of sidewalks and curbs on St. Joseph
Blvd. from south curb line of Forest Avenue to
the north curb line of Columbia Avenue,

16 for a total cost of \$98,860.75, of which the City will pay 100%
17 on curbs and 25% on sidewalks and the balance paid by property
18 owners under the Barrett Law, all as more particularly set forth
19 in said Contract which is on file in the Office of the Board of
20 Public Works and is by reference incorporated herein, made a
21 part hereof and is hereby in all things ratified, confirmed and
22 approved.

23 SECTION 2. This Ordinance shall be in full force and
24 effect from and after its passage and approval by the Mayor.

25
26
27
28 
29 Councilman

30
31
32 APPROVED AS TO FORM
33 AND LEGALITY.
34 
35

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 1-25-77.

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>				
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 2-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 239-77 on the 8th day of Feb., 1976.

ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock A. M., E.S.T.

Robert E. Carmichael
MAYOR

Bill No. S-77-01-37

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with L. W. Dailey, Inc., for Resolution No.

5745-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

Julius TR
D Schmidt
Chairman J. Schmidt
Paul M Burns
Samuel J. Talarico

2-8-77 CONTINUED IN
DATE _____ CHAPTER _____

BID ANALYSIS SHEET

JOE BLVD. CURB & SIDEWALK

OFFICE OF CITY ENGINEER

RES. NO. 5745-1974

MATERIAL

FORT WAYNE INDIANA

FACTORS

ALLEYS-SIDEWALKS
MATERIAL

ESTIMATE

EXTENSION

L.W. DAILEY, INC.
UNIT
BID TOTAL
BID

HIPSKIND
UNIT
BID TOTAL
BID

BROOKS
UNIT
BID TOTAL
BID

JOHN DENNER'S, INC.
UNIT
BID TOTAL
BID

CARRINGTON & ASSOC.
UNIT
BID TOTAL
BID

UNIT
BID TOTAL
BID

UNIT
BID TOTAL
BID

UNIT
BID TOTAL
BID

CONCRETE REMOVAL

4.00

14080.00

3.25

11440.00

4.00

14080.00

4.00

14080.00

3.75

13200.00

4.85

17072.00

ASPH. REMOVAL

2.00

2432.00

1.25

1518.75

1.00

1215.00

2.00

2432.00

1.25

1518.75

1.65

2004.75

C. CURB TYPE II-B

7.50

30750.00

8.20

33620.00

5.00

20500.00

8.15

33415.00

6.90

28230.00

6.81

28167.00

C. SIDEWALK, 4"

1.40

29680.00

1.20

35440.00

1.55

32840.00

1.55

32840.00

1.22

25864.00

1.48

31376.00

C. SIDEWALK, 6"

1.40

32840.00

1.40

33620.00

1.70

4080.00

1.75

4220.00

1.94

4704.00

1.65

33620.00

C. DRIVE DRIVES, 6"

15.00

3180.00

16.00

3392.00

16.00

3392.00

18.25

3069.00

15.50

3284.00

14.85

3118.20

C. COM. DRIVES, 8"

16.50

2475.00

18.00

2700.00

20.00

3000.00

21.00

3150.00

17.50

2625.00

19.80

2970.00

WM. BINDER, 9"

20.00

8000.00

16.00

4600.00

25.00

10000.00

17.25

6800.00

40.00

24000.00

44.00

26400.00

KEILL MATERIAL

8.00

2120.00

6.00

1520.00

8.00

2120.00

7.50

1587.50

9.18

2432.70

6.60

1749.00

IT, TYPE I

350.00

700.00

400.00

800.00

500.00

1000.00

450.00

900.00

275.00

550.00

385.00

770.00

CA BASIN, TYPE I

700.00

2800.00

800.00

3200.00

600.00

2400.00

950.00

3800.00

720.00

2880.00

968.00

3872.00

TINGS, TYPE C

150.00

1200.00

150.00

1200.00

150.00

1200.00

225.00

1800.00

210.00

1680.00

214.50

1716.00

R.C.P. CLUT

15.00

3000.00

14.00

2800.00

20.00

4000.00

13.00

2600.00

14.25

2850.00

18.50

3700.00

CHD SEEDING

1.25

1250.00

140

1400.00

1.00

1000.00

1.50

1500.00

1.25

1250.00

140

1400.00

\$105305.00

\$98860.75

\$100847.00

\$112491.50

\$115130.45

\$128304.95

-6.23%

-4.41%

+7.57%

+3.12%

+21.41%

UNDER

UNDER

OVER

OVER

OVER

CONTRACT

Concrete for Private Drives 6"	Sixteen dollars and no cents	16 00
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by grading and paving the roadway to a width of xxxxxxxxxxxx feet with xxxxxxxxxxxxxxxxxxxxxxxx

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5745-1976 and at the following price per linear foot

At the following prices:

Concrete Removal	Three dollars and twenty-five cents, per square yard	3.25
Curb Removal	One dollar and twenty-five cents, per lineal foot	1.25
Concrete Curb Type II-B	Eight dollars and twenty cents, per lineal foot	8.20
Concrete Sidewalk, 4"	One dollar and twenty cents, per square foot	1.20
Concrete Wingwalk, 6"	One dollar and forty cents, per square foot	1.40
Concrete for Private Drives, 6"	Sixteen dollars and no cents, per square yard	16.00
Concrete for Commercial Drives, 8"	Eighteen dollars and no cents, per square yards	18.00
Bituminous Binder #9	Sixteen dollars and no cents, per ton	16.00
Backfill Material	Six dollars and no cents, per ton	6.00
Inlet, Type I	Four hundred dollars and no cents, each	400.00
Catch Basin, Type I	Eight hundred dollars and no cents, each	800.00
Castings, Type C	One hundred fifty dollars and no cents, each	150.00
12" R.C.P. Class IV	Fourteen dollars and no cents, per lineal foot	14.00
Mulched Seeding	One dollar and forty cents, per square yard	1.40
TOTAL ..	Ninety-eight thousand, eight hundred sixty dollars, and seventy-five cents	\$98,860.75

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5745-1976 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1977 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____.

L. W. DAILEY, INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
[Signature]
[Signature]
[Signature]
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we _____

-----L. W. DAILEY, INC.----- Contractors

as principal, and _____

ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY-EIGHT THOU-

SAND, EIGHT HUNDRED SIXTY DOLLARS, AND SEVENTY-FIVE CENTS-----

----- (\$98,860.75)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----L. W. DAILEY, INC.-----

did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Resolution No. 5745-1976: ~~xxxxxxx~~ Partial removal and replacement

of sidewalks and curbs on St. Joseph Blvd. from south curb line of Forest Avenue

to the north curb line of Columbia Avenue.-----

----- according to certain plans and specifications, and

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said _____

-----L. W. DAILEY, INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 6 day of January, 1977

L. W. DAILEY, INC. (SEAL)

Yaste, Zent & Rye, Inc.
Authorized Agents

BY: [Signature] (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

ITS: [Signature] (SEAL)

Attorney-in-fact

Approved this 3 day of January, 1977

[Signature]

[Signature]

[Signature]

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we -----

-----L. W. DAILEY, INC.-----

as principal, and -----

-----ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

---NINETY-EIGHT THOUSAND, EIGHT HUNDRED SIXTY DOLLARS, AND SEVENTY-FIVE CENTS---

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$98,860.75)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this ----- day of -----

L. W. DAILEY, INC. (SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

ITS: (SEAL)

Attorney-in-fact

YASTE, ZENT & RYE, INC.

(SEAL)

Approved this 10 day of January, 1977

Henry S. Weberberg

Edward H. Larson

May G. Scott

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JANUARY 3, 1977

Fidelity and Surety
Department

ST. PAUL, MINNESOTA
CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,
Leonard Shirley, Josephine E. Stackhouse, Lane I. Ross, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, -Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 5th day of January A. D. 19 76
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } s.
County of Ramsey }

Vice President.

On this 5th day of January 19 76, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of January 19 77

Secretary.

*Unlimited as to character and amount.

8507

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract with L. W. Dailey, Inc. - Res. 5745-1976

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract with L. W. Dailey, Inc. in amount of \$98,860.75

provides for partial removal and replacement of curbs and sidewalks on St. Joseph
Blvd. from Forest Avenue to Columbia Avenue.

This was the low of five bids received. (SEE TABULATION ATTACHED)

Barrett Law project with City paying 100% on curbs and 25% on sidewalks

EFFECT OF PASSAGE Curb and sidewalk repair per petition of property owners

EFFECT OF NON-PASSAGE Inability to make improvements on a feeder street to the
downtown area

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Construction cost - \$98,860.75
with City paying 100% of curb repairs and 25% on sidewalk

ASSIGNED TO COMMITTEE Moses